

# Agenda Item Form

Agenda Date: 07/20/04

Districts Affected: All

Dept. Head/Contact Information: El Paso Water Utilities, Fred Loweree, (915) 594-5501

## Type of Agenda Item:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Resolution  | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements                          | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement                    | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use                        | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements                               | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contracts</u> |   |  |

## Funding Source:

- ☒ General Fund
- ☐ Grant (duration of funds: \_\_\_\_\_ Months)
- ☐ Other Source: \_\_\_\_\_

## Legal:

- ☒ Legal Review Required      Attorney Assigned (please scroll down): Lupe Cuellar      ☒ Approved      ☐ Denied

Timeline Priority: ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

These are information technology contracts that need to be renewed on an annual basis.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary & Benefits

## Statutory or Citizen Concerns:

N/A

## Departmental Concerns:

N/A

68 JUL 21 9 10 AM '04  
CITY OF EL PASO

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **RICHARD E. DYER**, to assist the El Paso Water Utilities as a Geographic Information Systems Specialist at a biweekly rate of \$1,436.97 for 40 hours per week. The term of the contract shall be for the period of July 20, 2004 through July 19, 2005.

**APPROVED** this 20th day of July, 2004.

THE CITY OF EL PASO

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Joe Wardy  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

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Guadalupe Cuellar  
Deputy City Attorney

STATE OF TEXAS            )  
                                      )  
COUNTY OF EL PASO        )

**PERSONAL SERVICES CONTRACT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **RICHARD E. DYER**, hereinafter referred to as "Employee," witnesseth:

**WHEREAS**, the City, on behalf of the El Paso Water Utilities, desires to employ the Employee as a Geographic Information Systems Specialist; and

**WHEREAS**, Employee possesses the skills to render said employment to the City.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1.     SCOPE OF SERVICES.     Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the El Paso Water Utilities, in El Paso, Texas.

2.     TIME OF PERFORMANCE.     The services of Employee are to commence on or about July 20, 2004 and be completed by July 19, 2005.

3.     COMPENSATION AND METHOD OF PAYMENT.     Employee shall be paid at a biweekly rate of One Thousand Four Hundred Thirty Six and 97/100 Dollars (\$1,436.97). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A.     The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same

manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be

performed is in the El Paso Water Utilities, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso  
El Paso Water Utilities  
Attn: General Manager  
1154 Hawkins Boulevard  
El Paso, Texas

EMPLOYEE: Richard E. Dyer

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso,  
Texas this 20th day of July, 2004.

CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

EMPLOYEE:

\_\_\_\_\_  
Richard E. Dyer  
SSN:

APPROVED AS TO FORM:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Edmund Archuleta  
EPWU General Manager

## ATTACHMENT A

### SCOPE OF DUTIES STATEMENT

#### GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST (EL PASO CONTRACT POSITION)

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##### Summary

Under direction, develop and maintain computer based Geographic Information System (GIS), assess user needs, develop database applications and provide technical support.

##### Typical Duties

Develop and maintain computerized databases of multi-layered maps and related spatial data. Involves: Maintain standards for symbology, code use, dimensioning, labeling, layering and other features to assure standardization between drawings. Operate workstation to perform map digitizing and geographic record data entry. Translate metes and bounds into digitized drawings and legal descriptions. Import and transform maps, drawings, and databases. Review and correct errors in data.

Assess user needs and develop database applications to support demographic, land use, municipal, emergency services, physical or similar projects. Involves: Determine nature, extent, sources and purposes of data to be depicted. Integrate user needs with GIS capabilities to propose solution including alternate modes of presentation, and develop templates, screens, macros and other similar graphical interfaces. Perform map overlay, buffering and other spatial analysis functions, and generate thematic maps, graphs, statistical reports and similar records.

Provide technical database and operational support. Involves: Schedule and coordinate user system access and activities. Train users in operation of workstation and software. Analyze information processing needs and recommend acquisition, upgrade of system hardware and software to system steering committee. Develop interface between system hardware and software, and resolve operational problems and computer system failures.

Supervise subordinate personnel during projects or in the absence of GIS Manager or Administrator. Involves: Participate in planning, assigning and reviewing work. Assist with training and development activities and enforcement of personnel rules and regulations, standards of conduct and work attendance, and safe working practices.

Perform miscellaneous related duties such as GIS administrative support, as required.

##### Minimum Qualifications:

Training and Experience: Equivalent to a combination of a Bachelor's degree in Management Information Systems, Computer Science, Geography, Geographic Information Systems, Planning or a related field and two (2) years experience using GIS systems for engineering drafting, surveying, cartography or photogrammetry.

Richard Dyer  
El Paso, TX 79906  
(915) 764-1010  
rdyer@epwu.org

# Richard Dyer

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## Objective

To continue increasing my skill level and knowledge in a challenging position as a GIS Specialist.

## Work experience

▪ July 2002 - Present    El Paso Water Utilities

### GIS Specialist

- Responsible for GPS Data Collection for Water, Sewer and Reclaimed Distribution Systems.
- Lead in the post-processing of GPS Data and participated in the construction of Digital Water and Sewer Distribution System Mapping Systems.
- Responsible for training field personnel in GPS Data Collection.
- Provide technical assistance and guidance to end users of ArcView and Customized Viewers of Water & Sewer Distribution Systems.
- Generated time-keeping records for support personnel.
- Assisted in providing the general public and EPWU Contractors with GIS Data Requests.

April 1998-July 2002    El Paso Water Utilities

### Planning Technician III

- Responsible for Quality Control of Citywide Orthophotography and Planimetrics.
- Participated in GPS Data Collection of Water & Sewer assets.
- Assisted in training and management of GPS field personnel.
- Generated time-keeping records for support personnel.
- Assisted in providing the general public and EPWU Contractors with GIS Data Requests.

April 1994-April 1998

City of El Paso, Dept. of Planning, Research &

Development.

### Planning Technician II

- Responsible for the Update of City Mylar Zoning Maps and Basemap Series and also GIS Digital Parcel Map Series.
- Assisted in providing the general public and City Contractors with GIS Data Requests.
- Assisted in training and management of Cartography support personnel.



October 1988-April 1994      City of El Paso, Dept. of Planning, Research & Development.

**Planning Technician I**

- Responsible for the Update of City Mylar Zoning Maps and Basemap Series and also GIS Digital Parcel Map Series.
- Assisted in providing the general public and City Contractors with GIS Data Requests.
- Assisted in training and management of Cartography support personnel.
- Created manual maps for Urban Design, Historic Preservation and Cartography Sections as needed.

**Education**

41 Credit Hours towards: *Associate of Applied Science/CIS-Microcomputers Business Degree.*

Technical training: ArcView, ArcGIS, AutoCAD, Pathfinder Office and Trimble GPS Software.

**References**

Provided upon request.